

## Request for Proposals

In accordance with the Uniform Guidance for Procurement of Contracts Using Federal Funds

County of Hyde

c/o Daniel Brinn

30 Oyster Creek Rd. PO Box 264

Swan Quarter, NC 27885

Sealed Proposals for the Renovation of the home at 270 Back Road, Ocracoke NC, 27960 received until 9:30 am on October 21st, 2020, in the Multipurpose Room at the Hyde County Government Center located at 30 Oyster Creek Rd., Swan Quarter, NC 27885. The County reserves the right to reject any or all proposals for sound, documented reasons.

Project proposal packets and specifications may be obtained from [www.hydecountync.gov/county-rfps](http://www.hydecountync.gov/county-rfps) and returned to the Hyde County Flood Control Coordinator at 30 Oyster Creek Rd, PO Box 264, Swan Quarter, NC 27885. (252-926-7253). There will be a pre-proposal conference on October 6th 2020; on sight at 270 Back Rd. in Ocracoke at 2pm. Masks and Social Distancing will be required. Questions may be directed to Daniel Brinn, [dbrinn@hydecountync.gov](mailto:dbrinn@hydecountync.gov) and questions and answers will be posted to the website above.

The County of Hyde is an Equal Opportunity Employer. Hyde County encourages bidding by minority, veteran and woman-owned contractors. Hyde County does not discriminate on the basis of handicapped status or on any other basis. This information is available in Spanish or any other language upon request. Please contact Daniel Brinn at (252) 926-7253 or at the address above for any accommodations related to this request.

## **WORK SPECIFICATIONS**

### **1) LOCATION**

270 Back Road, Ocracoke NC, 27960

### **2) SCOPE OF WORK**

The entire interior of the home will be renovated. Currently the interior has been stripped to the studs and floor joists. The renovation will involve all trades including Plumbing, Electrical, HVAC, Rough and Finish Carpentry, painting and Finishing. Some minor exterior work is also included.

The selected contractor will be responsible for satisfying all remaining provisions of the existing building permit as well as coordinating with the Hyde County Building Inspections office for all other requirements.

### **3) START AND COMPLETION DATES**

Work must be started by November 9<sup>th</sup> 2020 but may begin sooner upon written notice from the county of Hyde pending BOC approval. Commencement of work includes satisfaction of additional building permit requirements. All work must be completed no later than March 1<sup>st</sup>, 2021. Reasonable extensions may be granted by the Hyde County, upon request for related delays.

### **4) METHOD**

General methods of residential home construction and repair.

### **5) INSPECTION**

Daniel Brinn, Hyde County Flood Control Coordinator, shall serve as the Project Inspector. Contractor will be responsible for employee supervision, job site safety, building code inspections & compliance and for any needed traffic control.

### **5) PAYMENT**

Once all work is completed to the satisfaction of Hyde County, Contractor shall send an invoice to the County. Payment shall be made within 30 days of receipt of an invoice certifying completion of the work to the satisfaction of the County.

### **7) ADDITIONAL PROVISIONS**

- A. Execution of Contract. Contractor shall execute a contract within 10 days of award by the Board of Hyde County Commissioners. A performance Bond of 5% of the contract amount must be provided by the proposer at the time of contract execution
- B. Assignment and Subcontracting. Contractor shall perform all of the work using its own workforce and prior listed subcontractors. Assignment and subcontracting is prohibited without written consent of Hyde County.

- C. Hold Harmless and Indemnification. Contractor shall hold harmless and indemnify Hyde County, employees, and agents and from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the work.
- D. Insurance. Contractor shall procure and maintain, or cause to be procured and maintained, an Error and Omissions liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of Contractor. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) per aggregate. Contractor shall also procure and maintain, or cause to be procured and maintained, Workers' Compensation coverage for its employees, as may be required by law.
- E. References. Contractor shall provide a minimum of three (3) references for which this type of work has been provided. Reference information shall be submitted on the form enclosed.
- F. Non-Collusion Affidavit. Each submittal shall be accompanied by a notarized affidavit of non-collusion, executed by the Contractor. The non-collusion affidavit is provided herein.
- G. Debarment and Suspension. Each submittal shall be accompanied by a Certification Regarding Debarment and Suspension. The certification form is provided herein.
- H. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, Contractor hereby certifies that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. Each submittal shall be accompanied by an E-verify Certification. The certification form is provided herein.
- I. Costs and Taxes. Contractor shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Contractor shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance or as the result of the receipt of any compensation or other funds for this work or in connection with the transactions contemplated hereby, if any.
- J. Contractor shall keep the Hyde County informed of its current address at all times.
- K. Applicable Law, Venue, and Service of Process. Contractor will enter into a Contract with County in the State of North Carolina, County of Hyde, and all questions with respect to the construction of the Contract and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. Exclusive venue for the bringing of any action concerning this contract shall be in the state or federal courts having jurisdiction in Hyde County, North Carolina.
- L. Hyde County is an equal opportunity employer. Hyde County encourages minority contractors to respond to this Request for Proposals.
- M. Evaluation, Hyde County reserves the right to reject any or all proposals for sound, documented reasons and to waive any minor informality in a proposal. Award will be made to the vendor whose proposal is most advantageous to the County taking into consideration the following criteria:

1. Qualifications, Experience and Design

2. The ability, capacity, and skill of the bidder to perform the services required under the RFP
3. Whether the bidder can provide the services promptly, within the time specified, and without delay or interference
4. The quality of service and level of performance of a bidder under previous contracts
5. Cost Effectiveness and Value

The proposal submitted shall define the Service Provider's best offer for performing the services described within this RFP.

## PROJECT SCHEDULE

Date	
9-21-2020	RFP Issued
10-6-2020	Pre-proposal Conference
10-9-2020	Deadline for Written Questions
10-14-2020	Addenda Posted
10-21-2020	Proposal Due Date
11-2-2020	Consideration by the Hyde County.
11-3-2020	Vendors are notified of award decision.
11-9-2020	Contract term begins.

**PROPOSAL PRICE SHEET**  
**(Detailed Bid Breakdown to be attached)**

TOTAL PROJECT COST (in numbers):                      \$ \_\_\_\_\_

TOTAL PROJECT COST (in words)

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\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED/TYPED NAME

(SEAL)

## PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Hyde or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. It is distinctly understood that the County of Hyde reserves the right to reject any or all proposals.

\_\_\_\_\_  
Name of Firm

Federal Tax ID: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Phone # \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name & Title

Fax #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

Email: \_\_\_\_\_

\_\_\_\_\_  
City/State/Zip Code

Date: \_\_\_\_\_

(Seal, if corporation)

**NON-COLLUSION AFFIDAVIT**

State of North Carolina

Hyde County Drainage District #7

\_\_\_\_\_ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to retain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Hyde or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature SEAL

\_\_\_\_\_  
Date: \_\_\_\_\_ Title

This form must be notarized:

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public Signature \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

\_\_\_\_\_  
Signature (Seal if Corporation)

\_\_\_\_\_  
Title & Date

This form must be notarized:

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Signature \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**E-VERIFY CERTIFICATION**

**PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-133.3**

Name of Contractor: \_\_\_\_\_

Pursuant to North Carolina General Statute 153A-449, no county may enter into a contract unless the contractor and the contractor's subcontractors comply with the E-verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

In accordance with North Carolina General Statute 143-133.3, the undersigned hereby certifies, and incorporates into its contract with Pitt County, that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

The undersigned hereby certifies that he or she is authorized by the Contractor named above to make the foregoing certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## CUSTOMER REFERENCES

Please provide, at a minimum, three (3) references in which your company has completed similar Projects within North Carolina. Please use references of comparable projects and/or Government entities.

Reference 1:

Agency/Company Name:  
Street Address:  
City, State and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

Reference 2:

Agency/Company Name:  
Street Address:  
City, State and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

Reference 3:

Agency/Company Name:  
Street Address:  
City, State and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

**REQUEST FOR PROPOSAL CHECKLIST:**

\_\_\_\_\_ PROPOSAL PRICE SHEET (Including a Line by Line Estimate)

\_\_\_\_\_ PROPOSER'S CERTIFICATION FORM

\_\_\_\_\_ NON COLLUSION AFFIDAVIT

\_\_\_\_\_ CERTIFICATION CONCERNING DEBARMENT AND SUSPENSION

\_\_\_\_\_ E-VERIFY CERTIFICATION

\_\_\_\_\_ CUSTOMER REFERENCES